RECENT IMPORTANT DECISIONS.

ADOPTION—RIGHT OF PARTY NOT LEGALLY ADOPTED TO INHERIT.—The plaintiff claims the right to inherit the entire estate of X, by whom she had been virtually adopted under an agreement between X and plaintiff's natural mother, though no statutory adoption had ever taken place. *Held,* a parol promise to adopt the child of another, followed by a virtual adoption, and acted upon by both parties during the promisor's life, may be enforced upon the death of the promisor by adjudging the child to be entitled to the property of the deceased promisor. *Crawford et al.* v. *Wilson,* (Ga., 1913), 78 S. E. 30.

At first glance this case does not seem to harmonize with the statements of text-writers, such as: "If any substantial requirement of the statute is omitted the proceedings are ineffectual and the legal relationship of the child remains unchanged." (PECK, DOM. REL. 248), and "As the right to adopt depends upon the statute its provisions must be strictly complied with." (TIFFANY, DOM. REL. 243.) These propositions are undoubtedly true where the party claims to inherit by reason of having been legally adopted. They are not correct when applied to cases like the principal case, where the party claims by reason of an agreement of adoption that has been fully executed on the part of the child. In such cases the equities flowing from the agreement that has been acted upon are enforced. This of course does not interfere with the right of the alleged adopting parents to dispose of their property by will. *Healey* v. *Simpson,* 113 Mo. 340, 20 S. W. 881; *Wright* v. *Wright,* 99 Mich. 170, 58 N. W. 54, 23 L. R. A. 196; *Chehak* v. *Battles,* 133 Iowa 107, 8 L. R. A. (N. S.) 1130, 110 N. W. 330; *Burns* v. *Smith,* 21 Mont. 251, 69 Am. St. Rep. 653; *Flannigan* v. *Howard,* 200 Ill. 396, 93 Am. St. Rep. 201, 59 L. R. A. 664. The following cases seem to be in conflict with the principal case: *Davis* v. *Jones,* 94 Ky. 320, 42 Am. St. Rep. 360, 22 S. W. 331; *Gill* v. *Sullivan,* 55 Iowa 341; *Tyler* v. *Reynolds,* 53 Iowa 146.

ATTACHMENT—PROPERTY IN CUSTODIA LEGIS.—A sheriff, having property in his hands by virtue of an attachment and a levy thereunder, consented to a levy by a constable on complainant's writ of attachment issued out of another court, but retained possession of the property so levied upon. Complainant obtained judgment and an order for the sale of the property, and on the sheriff's refusal to turn the same over to the constable, filed a bill to have the property applied in satisfaction of his claim. *Held,* the constable's attempted levy was void. *Remington Typewriter Co.* v. *Hall,* (Ala., 1913), 63 South. 74.

It is a general rule that property in custodia legis can not be attached. *Brewer* v. *Hutton,* 45 W. Va. 106, 72 Am. St. Rep. 804; *McLemore* v. *Benbow,* 19 Ala. 76; *Curtis* v. *Ford,* 78 Texas 262, 10 L. R. A. 529; See 11 MICH. L. REV. 599. In numerous cases this rule has been applied to various classes of legal custodians, among others to sheriffs as in the principal case; ROOD, GARNISHMENT, § 27; *Turner* v. *Gibson,* (Texas) 151 S. W. 793. The reason for